

USDOL/OALJ Reporter

[*Roberts v. Morrison Construction Co.*](#), 89-ERA-46 (ALJ Dec. 21, 1989)

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U.S. Department of Labor
Office of Administrative Law Judges
1111 20th Street, N.W.
Washington, D.C. 20036

Case No. 89-ERA-46

In the Matter of

WILLIAM R. ROBERTS,
Complainant

v.

MORRISON CONSTRUCTION CO.,
Respondent

RECOMMENDED ORDER OF DISMISSAL

On December 18, 1989, the parties filed the attached "General Release and Agreement" in proposed settlement of this case. Under the terms of the settlement agreement, complainant will receive \$5000.00 in exchange for releasing respondent from further liability arising out of the complainant's employment with respondent. Since the complainant apparently only worked for the respondent for about a month, and the District Director of ESA did not find that discriminatory conduct took place, this settlement appears reasonable. Accordingly, I recommend that it be approved, and the case dismissed.

RECOMMENDED ORDER

It is recommended that this case be dismissed in light of the parties' executed settlement agreement.

JEFFREY TURECK
Administrative Law Judge

Dated: December 21, 1989
Washington, D.C.

GENERAL RELEASE AND AGREEMENT

This General Release and Agreement is made and entered into this day of December, 1989, by and between WILLIAM ROBERTS (hereinafter "Roberts") and MORRISON CONSTRUCTION COMPANY (hereinafter "Morrison").

WHEREAS, Roberts has been employed by Morrison as a laborer/millwright; and

WHEREAS, Morrison and Roberts have a dispute with respect to the termination of that employment; and

WHEREAS, the parties desire to effectuate a final resolution of all matters that relate to the employment of Roberts or the termination of that employment with Morrison; and

WHEREAS, the parties desire to effectuate a final settlement and compromise of all matters in controversy without the concession of any liability or fault on the part of either party.

NOW, THEREFORE, in consideration of the mutual covenants and promises herein contained, the parties hereto agree as follows:

1.) Morrison will pay to Roberts a sum of Five Thousand Dollars and 00/100 (\$5,000.00), less reductions required by law. This sum will be paid in full settlement of all actual or potential claims Roberts may have against Morrison arising from his employment with Morrison. In agreeing to pay this liquidated amount, Morrison in no way admits to any liability arising from that employment. Rather, the payment is made to avoid the cost of defending any such claim.

2.) The parties hereby stipulate and agree that nothing contained in this Agreement shall be construed as an admission that Morrison violated the law or in any other way interfered with Roberts' employment rights in any respect.

3.) Nothing contained in this Agreement shall detract from or otherwise prejudice any vested rights. Roberts now has under existing laws or policies regarding insurance or other benefits which, by their terms, survive the termination of that employment relationship.

4.) Roberts agrees that he will not discuss, disclose, or release in any fashion any information relating to this Agreement except as may be required by operation of law or to enforce the terms of this Agreement. This covenant will not operate to restrict Roberts' contact with the Nuclear Regulatory Commission or his attorney.

5.) Roberts agrees that he will take all appropriate action necessary to conclude, finalize, and dismiss the matter presently pending before the Department of Labor, Wage and Hour Division, also known as In the matter of William R. Roberts v. Morrison

Construction Company, Case No. 89-ERA-46, and further agrees that he will agree and consent to all such orders necessary and appropriate to conclude and terminate said pending matter.

6.) Upon receipt of a written request from Roberts designating the addressee, Morrison agrees to issue to third parties the attached letter.

7.) For and in consideration of the mutual covenants provided in this Agreement, Roberts, on behalf of himself and his spouse, heirs, executors, administrators, agents, and children, does hereby fully release and discharge Morrison and its officers, directors, employees, agents, subsidiaries, affiliates, related organizations, successors and assigns from all and any claims, accounts, actions, causes of action, liabilities, demands, sums of money, contracts, controversies, agreements, promises, damages, costs, and actions of any kind relating to, based upon or arising by reason of any damage, loss, injury or entitlement regardless of source or nature, whether known or unknown or contingent or absolute, which heretofore has been or which hereafter may be suffered or sustained, directly or indirectly, by Roberts or his spouse, heirs, executors, administrators, or children, in consequence of, arising out of, or in any way related to Roberts' employment or the termination of that employment with Morrison, and, further covenants he will not press or cause to be pressed any such claim or action against Morrison directly or indirectly related to his employment. The foregoing release and discharge includes, but is not limited to, all claims which have been or could have been raised under common law including wrongful or retaliatory discharge and breach of contract or statute including Title VII of The Civil Rights Act of 1964, 42 U.S.C. § 2000e, et seq.; The Civil Rights Act of 1866 and 1871, 42 U.S.C. § 1981, et seq.; The National Labor Relations Act, 29 U.S.C. § 151, et seq.; The Age Discrimination and Employment Act, 29 U.S.C. § 621, et seq.; The Fair Labor Standards Act, 29 U.S.C. § 201, et seq.; The Energy Reorganization Act, 42 U.S.C. § 5851; and/or under any express or implied contract which Roberts, his successors, assigns or representatives may claim existed with Morrison. This release and covenant not to sue expressly includes all claims that have been raised or could have been raised in state or federal court or with a state or federal agency or entity, and all and any claims presently pending before the United States Department of Labor. Nothing in this Agreement shall be deemed to waive or release any claims Roberts may now have or in the future may have under the worker compensation laws of Illinois or Wisconsin.

8.) Roberts acknowledges that this Agreement was entered into voluntarily. Roberts further acknowledges that he was provided ample time to consider the terms of this Agreement prior to the signing of this Agreement. Roberts further acknowledges that he had retained counsel, which relationship was severed due to no act by Morrison or any of its agents, and further that he was advised to and had an opportunity to consult with a personal attorney before entering into this Agreement.

9.) This Agreement constitutes the entire Agreement between the parties and supersedes all prior written or oral agreements with respect to the subject hereof. Any modification or amendment hereof shall only be enforceable if in writing and signed by the party against whom it is sought to be enforced.

10.) This Agreement is to be executed in the State of Illinois and shall be interpreted, construed, and enforced under the laws of the State of Illinois.

IN WITNESS WHEREOF, the parties have executed this Agreement on the date indicated below.

MORRISON CONSTRUCTION COMPANY WILLIAM ROBERTS

By:

Dated:

To Whom It May Concern:

William Roberts was employed by Morrison Construction Company from October 4, 1988, to and including November 5, 1988, as a millwright. During that period, Mr. Roberts was paid a base wage of \$19.86 an hour. Morrison Construction Company policy does not permit disclosure of any further information regarding former employees.

Respectfully,